

## THE JUDICIAL TITLE INSURANCE AGENCY LLC

Title Number: 119778FA-W

Purchaser:	Adam Ilkowitz and Jeniece Ilkowitz	Effective Date:	01/01/2015
Lender:	JPMorgan Chase Bank, N.A. its successors and/or assigns	Mortgage Insurance:	\$553,500.00
Premises:	498 Manor Lane Pelham, New York	Fee Insurance:	\$922,500.00

County: Westchester

Underwriter: First American Title Insurance Company

The estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

**THIS COMPANY CERTIFIES** that a good and marketable title to premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

**MICHAEL DURAND AND MARLENE ZARFES, HUSBAND AND WIFE, AS TENANTS BY  
THE ENTIRETY**

Source of title: Deed from Lorenzo Carcaterra and Susan Toepfer, dated 6/28/96, recorded 7/31/96, in Liber 11488 cp. 293.

Adam T. Ilkowitz and Jeniece R. Ilkowitz, in deed  
dated 6-19-15  
Issue JPMorgan Chase Bank, N.A. in the amount of  
\$ 246,000

IN WITNESS WHEREOF, The Judicial Title Insurance Agency LLC has caused this Certificate to be signed and dated:

AUTHORIZED SIGNATURE

Redated and Recertified:

6-19-15

By:

Anya C

CLOSERS NAME



This certificate shall be null and void if the fees due are not paid or if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of title insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.



## The Judicial Title Insurance Agency LLC

### CLOSING REQUIREMENTS

1. Closings should be scheduled at least twenty-four hours prior to the anticipated date of closing so company can continue the title search.
2. The identity of all persons executing closing documents must be established to the satisfaction of this company. (i.e., driver's license, photo ID)
3. The company closer may not act as legal advisor for any of the parties or draw legal instruments for any of the parties. The company closer is permitted to be of assistance to the attorneys involved with the closing.
4. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other duly appointed officials of the court for the sole purpose of selling the real property.
5. If any of the closing instruments to be used at closing will be other than the commonly used forms or will contain unusual provisions, a copy of such instrument should be furnished to this company's Legal Department prior to closing.
6. If the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, compliance with Section 909 of the Business Corporation Law must be established. The written consent of the outstanding shareholders of said corporation will be required and the closing instrument must recite the same. In lieu thereof, the consent of the holders of two thirds of the outstanding shares entitled to vote thereon must be obtained at a meeting duly noticed and called for in the manner provided for in Section 605 of the Business Corporation Law and the closing instrument must recite same.
7. If the present transaction consists in whole or in part of the executing of a new mortgage by a corporate mortgagor, compliance with Section 911 of the Business Corporation Law must be established. A certified copy of the resolution of the Board of Directors of any corporate mortgagor authorized to execute such mortgage will be required.
8. This company does not accept personal checks for the payment of its fees. Only certified or bank checks or attorney checks will be accepted at closing. This company does accept certain major credit cards for the payment of its fees. Kindly consult this office or the closer.
9. A mortgagee's policy of title insurance does not provide title insurance coverage to the fee owner. If you wish to obtain owner's title insurance, you must request it at/or before closing and pay the applicable premium.

### CONDITIONS AND STIPULATIONS

1. This certificate is intended for lawyers. Your lawyer should be consulted before taking any action based upon the contents herein.
2. This certificate is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall be issued by this company.
3. This company must be notified immediately of the recording or filing after the date of this certificate of any instrument, of the discharge or other disposition of any mortgage, judgment, lien or other matter as set forth in this certificate, or any change in the transaction to be insured or the parties thereto.
4. In the event an intermediary will come into title at closing other than the ultimate insured, the name of such party or parties must be furnished to this company prior to closing so that the appropriate searches can be made and the relevant exceptions considered.
5. All amendments made by this company to this certificate of title, and all correspondence which concern amendments made to this certificate of title by this company, which said amendments and correspondence occur subsequent to the date of this certificate, shall supersede the relative certifications, exceptions and other provisions as set forth in this certificate.
6. The certificate shall be null and void if (A) the fees therefore are not paid, (B) the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the company.
7. The liability of this company under this certificate shall not exceed the amount of insurance taken, and such liability is subject to the insuring provisions, the exclusions from coverage and the conditions and stipulations of the form of policy or policies in favor of the proposed insured.
8. Judgments, mortgages, liens or other adverse matters as set forth in this certificate and which concern predecessors in title must be disposed of to the satisfaction of this company. If this company is provided with a copy of the current owner's policy of title insurance or a copy of the "marked-up" report, said judgments, liens or other adverse matters will be omitted from this certificate pending receipt by this company of the necessary proofs or proper letters of indemnity from the previous insurer.
9. This certificate will except from coverage any state of facts which an accurate survey would show, unless survey coverage is requested. Although this company attempts to locate surveys on behalf of the proposed insured, it cannot guarantee the existence of a survey for a specific property, or that such survey will meet current title underwriting standards or the requirements of the individual lending institutions. Ultimately it is incumbent upon the proposed insured to provide this company with an acceptable survey if survey coverage is required.
10. When municipal department searches are requested or required, the accuracy of the returns therein are not guaranteed nor are such searches continued beyond the date of the original search. Any Certificate of Occupancy, Certificates of Completion or Building Permits issued subsequent to the date of this certificate, or any dismissals or notices of removal of any building or housing violations set forth herein, must be submitted to this company prior to closing if an amendment to any of the municipal department searches is requested or required as this company does not independently conduct such searches.
11. This certificate includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the Office of the Recording Officer in the county where the property is situated. No search has been made for other financing statements as this company does not insure personal property. Upon request this company will conduct such additional searches at an additional charge, but the liability of this company in connection with such additional searches shall be limited to one thousand dollars.
12. If this certificate is being issued in connection with a transaction involving an assignment of mortgage or other lien, an estoppel certificate executed by the owner of the fee estate and by the holders of all subsequent encumbrances must be obtained. Said assignment must contain full covenants.